



STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES - PROCUREMENT DIVISION

CONTRACT NOTIFICATION

***** MANDATORY *****

CONTRACT NUMBER: **1-06-68-25**

DESCRIPTION: **SPECIALTY & COMPRESSED GASES
IN LOAN CYLINDERS**

CONTRACTOR: **AIRGAS NCN**

EFFECTIVE DATES: **12/ 1/2006** THROUGH **11/30/2009**

SUPERSEDES CONTRACT NO.: **1-02-68-25**

AREA: **3**

DISTRIBUTION: **DEPT OF FOOD & AG**

* TAX: Add appropriate sales and use tax.
Exempt from Federal Excise Tax.

*Food contracts are tax exempt.


RITA HAMILTON, Deputy Director

Use of this agreement by all agencies is mandatory with monetary exceptions stated herein or contained in State Administrative Manual.

To obtain assistance or report non-compliance by supplier, or for any suggestions or recommendations write:

Department of General Services, Procurement Division, P.O. Box 989054, W. Sacramento, CA 95798-9054,
or call: Contract Administrator, **JULIE MATTHEWS** **916-375-5918**

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SUPPLIER ID: 201623
NAME: AIRGAS NCN
ADDRESS: 6790 FLORIN PERKINS RD
STE 300
SACRAMENTO, CA 95828

CONTACT: 510-786-6195 ROBERT PUCKETT
FAX NUMBER: 916-381-0357
TERMS OF PAYMENT: Net
FOB: Destination
MINIMUM ORDER: AS SPECIFIED

SCOPE:

This contract covers the estimated three (3) year requirements of the State of California, Department of Food and Agriculture (DFA) for SPECIALTY AND COMPRESSED GASES IN LOAN CYLINDERS. In addition, the contract contains an option for a one (1) year extension under the same terms and conditions of the awarded contract. The State and contractor must agree on the extension via a contract amendment. This contract is a MANDATORY contract.

ORDERING PROCEDURE:

DFA will complete a Contract/Delegation Form (Std. 65) and submit it directly to the contractor. The Contract/Delegation Form (Std. 65) must contain the following information:

1. Contract Number
2. Stock Item Number
3. Contract Line Item Number
4. Description
5. Unit Price
6. Extension Price

The contractor shall confirm receipt of order by return fax confirmation to DFA.

DFA shall send Std. 65 copies to: DGS - Procurement Division
Attn: Data Entry Unit
P.O. Box 989052
West Sacramento, CA 95798-9052

CONTRACTOR MUST ACCEPT ORDERS BY FACSIMILE OR E-MAIL TRANSMISSION:

By signing and submitting the solicitation, the bidder agrees to accept orders by facsimile and/or e-mail transmission. Please show business facsimile and e-mail address below.

Facsimile Number: (916) 381-0357

MINIMUM ORDER:

The minimum order shall be one (1) cylinder of any size, type or weight. Bulk deliveries shall be as specified.

DELIVERY:

Normal delivery shall occur within four (4) calendar days after receipt of order (ARO) by the contractor.

Contractor agrees to make deliveries during off-peak working hours, Monday through Friday, 10:00 AM to 4:00 PM, except State observed holidays. Empties shall be picked up at the time of delivery. There shall be no additional charge for the pick up of empties.

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Note: In accordance with paragraph 15 of the General Provisions entitled "Delivery", the contractor shall strictly adhere to the delivery terms and completion schedules as specified in this contract. Failure to comply with the delivery requirements as stated, may be considered a breach of contract and subject the contractor to General Provisions 26, entitled "Rights and Remedies of the State for Default".

CONTRACTOR'S LOCATIONS:

List below the locations to which Contract/Delegation orders should be sent.

Company Name: Airgas Northern California/Nevada
Street Address: 6790 Florin Perkins Rd., #300
City, State and Zip: Sacramento, CA 95828-1812

Contact Person: ncncustservice@airgas.com

EMERGENCY DELIVERY/SERVICES:

Deliveries requested outside the regular working hours/days shall be considered an emergency. Emergency deliveries, of minimum quantities, shall be F.O.B. Destination and must be delivered within 24 hours after notification.

COST PER EMERGENCY DELIVERY: \$150.00 (Group 1 - Sacramento)

Contractor must have emergency services available on a 24 hour basis to service, repair or replace contractor-owned units. Service must be available within a 4 hour response time basis.

Contractor contact for the 24 hour emergency deliveries/services:

CONTACT NAME: Various
CONTACT NUMBER: 1 (866) 532-8036

CYLINDER PICK-UP:

Cylinder pick-up is to be provided at no additional cost to the State at the time the gases are delivered.

CYLINDER RENTAL:

Gases are to be shipped in "No Deposit" cylinders with a guaranteed 30 days free rental for each cylinder or dewar.

Once the free 30 days have been exhausted, the State will pay a month-end rate of \$4.50 per month for cylinders and \$30.00 per month for dewars. The State will pay these rates in arrears rather than peak balance basis. CYLINDER RENTAL CHARGES ARE NOT TO INCLUDE TAXES.

SPECIFICATION COMPLIANCE:

The minimum purity of any gas offered must be as high or higher than the stated purity on the contract price sheet. Product not meeting all specified requirements will be deemed non-compliant to specifications and will be returned at the contractor's expense. The contractor shall replace all rejected/non-compliant product with fully compliant new stock, at no cost to the State, within ten (10) calendar days from notice of non-conformance.

TANK LABELING, IDENTIFICATION & CERTIFICATION:

All tanks shall be affixed with a label identifying supplier's name/logo and address to insure the correct cylinders are returned to the contractor. Each tank must list contents and grade. Labels must be affixed to each tank. (String or wire attached tags will not be acceptable.) All containers/cylinders shall be marked in accordance with nationally recognized standards and in accordance with Article 74, sect. 7401.5, 5.1 and 5.2 of the UCF, 1994.

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The contractor shall provide, at no cost to the State, a "Certificate of Analysis" (COA) and/or a batch analysis for all gases being delivered under this contract. Any delivery without a COA and/or batch analysis may be deemed unacceptable and non-compliant to the terms of the contract and may be returned at the contractor's expense.

PRICES:

Prices shall be all inclusive. Only the prices/charges submitted in the bid shall be accepted and included in this contract. NO OTHER FEES CAN BE CHARGED TO THE CUSTOMER.

For the purpose of this contract, only F.O.B. Destination will be accepted.

SALES TAX:

Sales tax should be added at time of invoicing. The sales tax rate applied should be based on the rate of the area the product is to be delivered to.

QUALITY CONTROL:

A technical representative shall be available (at no expense to the State) within 48 hours of notification if quality problems are suspected. The using agency may request an analysis by an independent laboratory. The cost of the analysis will be the responsibility of the contractor for any damages due to non-compliant gases, i.e., contamination from improper gas formulations, mislabeled or defective cylinders shall be the responsibility of the contractor. (See paragraph 27 of the General Provisions.)

List Technical Representative Below:

NAME: Tim Solis
CITY: Sacramento, CA
PHONE: (916) 870-3380

CYLINDER FITTINGS:

If cylinders are supplied with other than the specified CGA fittings, the contractor must provide adapters to the specified fittings at no additional cost to the State. If the California Gas Association (CGA) requires a different type of fitting than the one specified, the State shall be informed of the recommended change within 30 days to obtain new fittings.

MATERIAL SAFETY DATA SHEET:

Contractor shall send a completed copy of the Material Safety Data Sheet (MSDS) to each state agency to which delivery is made.

INVOICING REQUIREMENTS:

All purchases and charges are to be accumulated and billed once a month. All invoices must be billed by individual locations and submitted to the Sacramento "BILL TO" location as indicated on the agency's order forms. Cylinder rental charges and gas charges must be billed separately for each location. Invoices for gases are to clearly state the specific gas type, cylinder size (by the cubic ft.) and be billed by the unit of measure of "cylinder" or "liter".

All invoices shall include the contract number and agency assigned release number.

Only charges listed in this contract shall be approved for payment. No other fees can be charged to the customer.

State sales tax is to be added to each invoice for gases only.

The State's obligation to make payment pursuant to the contract is subject to availability of appropriated funds. Receipt of a contract/delegation purchase order under this contract is proof of funds for that order.

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CONTRACT USAGE REPORTING:

The contractor is required to submit a detailed usage report every three (3) months commencing from the date of award to the Procurement Division, Contracts Management Unit. All appropriate fields must be completed on this form, including the name and phone number of person completing the form. Invoice copies or list of purchase orders will not fulfill this requirement and will not be accepted.

FAILURE to submit COMPLETED quarterly reports within the time period required may be considered a breach of contract and subject the contractor to General Provisions 26, "Rights and Remedies of State for Default".

CONTRACTOR RESPONSIBILITIES:

1. Contractor shall perform all deliveries to facilities in a safe and professional manner. Contractor's equipment shall be in good working order and all personnel shall be trained in safety measures to preclude accidents endangering personnel or property.
2. Contractor must commit to delivery as requested, at time stated on accepted orders, through the term of the contract.
3. Contractor shall provide office and personnel resources for responding to requests, including telephone coverage weekdays during the hours of 8:00 AM through 5:00 PM.

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ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
<p><u>GROUP I:</u> SACRAMENTO DELIVERY</p> <p>DEPT. OF FOOD AND AGRICULTURE CHEMISTRY LAB SERVICES 3292 MEADOWVIEW ROAD SACRAMENTO, CA 95832</p>					
1	6830-478-3015-1	201623	CI	ACETYLENE ATOMIC ABSORPTION 99.6% PURE (BY THE CYLINDER) With CGA #510 valve, cyl. size 350 cf. Cyl Size: 390 cf	50.6300
2	6515-000-0005-2	201623	CI	AIR MEDICAL With CGA #346 valve, cyl. size 233 cf. Cyl Size: 234 cf	4.9500
3	6830-000-0023-1	201623	CI	ARGON 99.996% PURE With CGA #580 valve, cyl. size 246 cf. Cyl Size: 250 cf	29.0700
4	6830-000-0027-9	201623	CI	ARGON (95%) IN METHANE (5%) With CGA #350 valve, cyl. size 220 cf. Cyl Size: 220 cf	22.5000
5	6830-478-2020-0	201623	CI	HELIUM 99.995% PURE With CGA #580 valve, cyl. size 233 cf. Cyl Size: 219 cf	37.1100

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ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
6	6830-000-0009-7	201623	CI	HYDROGEN (AS DESCRIBED) With CGA #350 valve, cyl. size 215 cf., 99.999% PURE. Cyl Size: 196 cf	29.5000
7	6830-000-0009-7	201623	CI	HYDROGEN (AS DESCRIBED) With CGA #350 valve, cyl. size E, 25 cf., HYDROGEN (5%) IN ARGON (95%). Cyl Size: 40 cf	25.0000
8	1096-000-0718-8	201623	CI	OXYGEN (AS DESCRIBED) Oxygen, Ultra Pure, 99.999% Purity CGA #540 VALVE, 249 cf. Cyl Size: 251 cf	129.5000
9	1096-000-0546-5	201623	CI	NITROGEN LIQUID (BY THE CYLINDER) High pressure, cyl. size 230 liters. Cyl Size: 230 cf	41.6600
10	6830-000-0003-6	201623	CI	NITROGEN (AS DESCRIBED) With CGA #580 valve, cyl. size 233 cf., 99.6% PURE Cyl Size: 234 cf	5.2500

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ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
11	6830-000-0003-6	201623	CI	NITROGEN (AS DESCRIBED) With CGA #580 valve, cyl. size 233 cf., 99.999% PURE. Cyl Size: 234 cf	23.8000
12	6830-000-0021-8	201623	CI	NITROUS OXIDE (AS DESCRIBED) With CGA #326 valve, cyl. size #200, 99.0% PURE. Cyl Size: 200 size	65.0000
13	6515-478-0138-5	201623	CI	OXYGEN MEDICAL With CGA #540 valve, cyl. size 282 cf. Cyl Size: 281 cf	5.7300
14	1096-000-0718-8	201623	CI	OXYGEN (AS DESCRIBED) Oxygen, 99.99% min., CGA #540 valve, size 200 cf. Cyl Size: 200 cf	58.5000
15	1096-000-0708-5	201623	CI	AIR (AS DESCRIBED) Air, Dry, (less than 11.5 ppm water) CGA #590 valve, size 300 cf. Cyl Size: 300 cf	12.0000

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ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
16	1096-000-0708-5	201623	CI	AIR (AS DESCRIBED) Air, Ultra High Purity (UHP), zero grade, CGA #346, size 233 cf. Cyl Size: 234 cf	34.0000
GROUP II: ANAHEIM DELIVERY DEPT. OF FOOD AND AGRICULTURE CHEMISTRY LAB SERVICES 169 EAST LIBERTY AVENUE ANAHEIM, CA 92801					
17	6515-000-0005-2	201623	CI	AIR MEDICAL With CGA #346 valve, cyl. size 233 cf. Cyl Size: 234 cf	11.2000
18	6830-478-2020-0	201623	CI	HELIUM 99.995% PURE With CGA #580 valve, cyl. size 218 cf. Cyl Size: 219 cf	67.2400
19	6830-000-0009-7	201623	CI	HYDROGEN (AS DESCRIBED) With CGA #350 valve, cyl. size 196 cf., 99.99% PURE. Cyl Size: 196 cf	16.9700

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ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
20	6830-000-0003-6	201623	CI	NITROGEN (AS DESCRIBED) With CGA #580 valve, cyl. size 233 cf., 99.999% PURE. Cyl Size: 234 cf	23.8000
21	6515-478-0138-5	201623	CI	OXYGEN MEDICAL With CGA #540 valve, cyl. size 282 cf. Cyl Size: 250 cf	7.9500
22	6830-909-0001-8	201623	VA	FOR DATA ENTRY USE ONLY CHMICL-DGS/PROCUREMENT USE ONLY	VARIABLE